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Read 11 April 1753 in Lords



Enacted 26 Geo. II. c. 39. Private

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To enable JOHN CRAIGIE of Dumbarnie, Esq; to sell Lands in the County of Perth, and lay out the Money arising thereby in the Purchase of Lands contiguous to other Lands of the said JOHN CRAIGIE, in the County of Fife, and for other Purposes therein mentioned.



HEREAS Mr. James Craigie of Dumbarnie, and Mr. John Craigie of Hallhill his Brother German, with Consent of John Craigie of Dumbarnie, their Father, by a mutual Tailzie and Disposition, dated the Eighth of September One thousand seven hundred and four, did settle and dispone their Lands and Estate therein-mentioned, viz. the said Mr. James Craigie did dispone all his Lands of Dumbarnie, Kintulloch, and Fordell, and others mentioned in his Rights and Infestments thereof, with the Teinds of the same, lying within the Parishes of Dumbarnie and Arngosk and County of Perth, to and in favours of James Craigie his only

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Son,

Son, and the Heirs Male or Female of his Body; whom failing, to the Heirs Male or Female of the said Mr. *James Craigie* his own Body; whom failing, to the said Mr. *John Craigie* his Brother German, and the Heirs Male or Female of his Body; whom failing, to his the said Mr. *James Craigie*'s nearest Heirs and Assignies whatsoever: And, on the other Part, the said Mr. *John Craigie* of *Hallbill* settled and disposed his Lands of *Hallbill*, *Melgum* and *Lawgreen*, with the Teinds thereof, lying within the Parish of *Newburn* and County of *Fife*, to and in favours of *John Craigie* his Son, and the Heirs Male or Female of his Body; whom failing, to the Heirs Male or Female of the said Mr. *John Craigie* his own Body; whom failing, to the said Mr. *James Craigie* his Brother German, and the Heirs Male or Female of his Body; whom failing, to the said Mr. *John Craigie*, his nearest and lawful Heirs and Assignies whatsoever,

AND WHEREAS the said Mr. *James Craigie* did by his Deed of Substitution, of Date the twenty-fourth *December* One thousand seven hundred and eight, failing the particular Heirs mentioned in the mutual Tailzie above-recited, dispone and tailzie the foresaid Lands of *Dumbarnie*, *Kintulloch* and *Fordell*, and others disposed by him, and that under the whole Provisions, Restrictions, and irritant Clauses contained in the foresaid mutual Tailzie, to and in favours of *Lawrence Craigie* younger of *Kilgrastown*, now deceased, and to the Heirs of his Body; whom failing, to Mr. *Robert Craigie* his Brother German, and to the Heirs of his Body; whom failing, to *David Craigie*, also Brother German to the said *Lawrence Craigie*, and to the Heirs of his Body; whom failing, to *Lawrence Craigie* elder of *Kilgrastown*, and to the Heirs of his Body of any other Marriage; whom failing, to Mr. *John Craigie* Minister of the Gospel at *St. Monance*, and to the Heirs of his Body; whom failing, to *Isabel Craigie* Spouse to *Charles Stewart* Merchant in *Pertb*, and the Heirs of her Body; whom failing, to *Jean Craigie*, Spouse to *John Foote* of *Easter Glensherop*, and to the Heirs of her Body; whom all failing, to the said Mr. *James Craigie* his nearest Heirs and Assignies whatsoever.

AND WHEREAS, pursuant to the foresaid mutual Tailzie, the said Mr. *John Craigie* of *Hallbill* succeeded to the said Lands and others disposed by the said Mr. *James Craigie*, upon the Failure of the said Mr. *James* and *James Craigies*, and the Issue of their Bodies; and by Contract of Marriage between the said *John Craigie* and *Susan Inglis* his first Wife, to which
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the said Mr. *John Craigie* of *Hallbill*, his Father, was a Party, the said Mr. *John Craigie* settled and disposed in favours of the said *John Craigie* his Son, and the other Heirs, as in the said mutual Tailzie, and under the same Limitations and Conditions as therein mentioned, all the foresaid tailzied Estate, and thereupon he expedie an Infeftment under the Great Seal, the Charter bearing Date the Twelfth *February* One thousand seven hundred and thirty-one.

AND WHEREAS, by the foresaid mutual Tailzie and Settlement and Substitution and Contract of Marriage, all the Heirs of Entail are subjected to certain Conditions and Restrictions, particularly restraining them from aliening the Lands entailed, or any Part thereof, and in case of contraveening their Right is declared to be irritate, and the Heirs of Entail are restrained from granting Leases or Tacks for a longer Term than the Granter's Life, as by the said Disposition and Tailzie and Substitution, recorded in the particular Register appointed by the Act of Parliament made in the Year One thousand six hundred and eighty-five, and Contract of Marriage to which relation is hereby had, doth more fully appear.

AND WHEREAS the Seat of the Family hath for many Years past been upon the foresaid Lands and Barony of *Hallbill*, lying in the County of *Fife*, as aforesaid, and that the said *John Craigie* now of *Dumbarnie*, and the said Mr. *John Craigie* his Father, have, from time to time, purchased several Lands lying contiguous to the said Lands and Barony of *Hallbill*, and which Lands of *Hallbill*, with the new Purchases, make the greater Part of his Estate.

AND WHEREAS the before-mentioned Lands of *Dumbarnie*, *Kintulloch*, *Fordell*, and others, lying in the County of *Perth* as aforesaid, lie at a considerable Distance from the said other Lands, and thereby yield not the full Benefit to the said *John Craigie*, and it would be very beneficial to him and the other Heirs of Entail, if the said Lands lying in the County of *Perth* could be sold, and the Price thereof applied to the Purchase of other Lands lying more commodious and contiguous to the said Lands and Barony of *Hallbill*.

AND WHEREAS it would also be very beneficial to the said *John Craigie*, and the other Heirs of Entail, if they were empowered to grant Leases of the entailed Lands for a reasonable Term, as it would greatly contribute to the Improvement
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of the entailed Estate : But these Advantages cannot be obtained without the Authority of Parliament,

BE IT THEREFORE ENACTED by the King's Most Excellent Majesty, upon the humble Petition of the said *John Craigie*, by and with the Advice and Consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled; and by the Authority of the same, that it shall and may be lawful to and for the said *John Craigie*, at any Time during his Life, or to and for the respective Tenants in Tail for the Time being, who shall be in Possession of the Premises by Virtue of the said Deed of Entail, and of the Age of Twenty one Years, by and with the Approbation and Consent of Sir *John Inglis* of *Cramona* Baronet, *Adam Inglis* Esquire Advocate eldest Son of the said Sir *John Inglis*, *Robert Craigie* of *Glendoig* Esquire Advocate, *Peter Wedderburn* Esquire Advocate, *John Craigie* of *Gilgraston* Esquire Advocate, *Thomas Hay* of *Huntingtown* Esquire Advocate, *Patrick Haldane* of *Bearcrofts* Esquire Advocate, *David Smith* of *Methven* Esquire, *David Scrymgeour* of *Birkhill* Esquire Advocate, *Harry Bethune* of *Clatto* Esquire, and *Robert Smith* of *Gibbieston* Esquire, or any Three of them in Writing, the said *John Inglis* or *Adam Inglis*, with the said *Peter Wedderburn*, during their respective Lives, being always Two and not otherwise; and the said *John Craigie*, or such respective Tenant in Tail, in Possession, and of the Age aforesaid, is hereby authorized, impowered and enabled, with such Consent and Approbation as aforesaid, absolutely to sell by one or more Sale or Sales, by such proper Conveyance or Conveyances as shall be devised in Law; and to any Person or Persons, Bodies politick or corporate, that shall be willing to purchase the same, and to his and their Heirs and Successors for the best Price and Prices that can or may be got for the same, the foresaid Lands of *Dumbarnie*, *Kintulloch* and *Fordell* and others, as the same are more particularly described in the said *John Craigie* his Infeftments thereof, with all Right the said *John Craigie* or the other Heirs of Entail have to the Teinds of any Part of the foresaid Lands, together or in Parcels, and that the said *John Craigie* or such respective Tenant in Tail, in Possession, and of the Age aforesaid, his or her so selling or conveying the Premises aforesaid, shall not be construed or deemed to import a Contravention of the said Tailzie, Deed of Substitution and Contract of Marriage, or of any of the Clauses, Provisions, or Declarations therein mentioned, the said Tailzie, Deed of Substitution and Contract

tract of Marriage, or any Clauses, Provisions, or Declarations to the contrary anywise notwithstanding.

AND BE IT FURTHER ENACTED by the Authority aforesaid, That all and every Person or Persons, Bodies Politick and Corporate, his and their Heirs, Executors and Assigns, to whom the said *John Craigie*, or such respective Tenant in Tail, in Possession, and of the Age aforesaid, shall with such Consent and Approbation as aforesaid, by Virtue of this present Act, sell and convey the Lands and other Premises aforesaid, shall hold and enjoy the said Premises sold to him or them, to be sold and conveyed according to the Purport and Intent of such Conveyance, freed and discharged and absolutely acquitted, exempted and indemnified of from and against the several Provisions, Declarations, Irritances, and Limitations of the said Deed of Entail and Substitution and Contract of Marriage above-mentioned; and that the Receipt or Receipts of the said *John Craigie*, or of such respective Tenant in Tail, in Possession, and of the Age aforesaid, with Consent and Approbation aforesaid of the said Purchase-money on Sale of the Premises, hereby enacted to be sold, shall be good and effectual to such Purchaser or Purchasers as shall pay the same: And they or any of them, after such Receipt or Receipts, shall not be answerable for any Loss, Misapplication, or Nonapplication of the said Purchase-money or any Part thereof.

AND BE IT FURTHER ENACTED by the Authority aforesaid, That the Moneys arising by such Sale, or Sales, shall be vested in, and the same are hereby vested in the said Sir *John Inglis*, *Adam Inglis*, *Robert Craigie*, *Peter Wedderburn*, *John Craigie*, *Thomas Hay*, *Patrick Haldane*, *David Smith*, *David Scrymgeour*, *Harry Bethune*, and *Robert Smith*, upon the Trusts, and to and for the Ends, Intents and Purposes herein after mentioned and declared; that is to say, in Trust, and to the End, that the said Trustees or any three of them, the said Sir *John Inglis*, or *Adam Inglis*, with the said *Peter Wedderburn*, during their respective Lives, being always two, shall, with the Privy, Consent and Approbation of the said *John Craigie*, or of such respective Tenant in Tail, in Possession, and of the Age aforesaid, immediately after such Sale or Sales shall be made, or as soon after as conveniently may be, apply and dispose of the Moneys arising by such Sale or Sales in the Purchase of other Lands, lying more commodious and contiguous to the said Lands and Barony of *Hallhill*, *Melgum* and *Lawgreen*; which said Lands so to be

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purchased,

purchased, shall, immediately after the Purchase thereof, be settled, disposed and provided to and for the Use, Benefit and Behoof of the said *John Craigie*, and the said other Heirs of Entail, according to the different Rights and Interests, and in the same Order and Course of Succession as the same Premises are secured to and for them and their Benefit respectively, in and by the said Deeds of Entail and Substitution and Contract of Marriage, and subject to the Restrictions and Limitations, Clauses irritant and resolute therein contained, and in the mean Time, till such Purchases can be made, to place out such Moneys, arising by the said Sale or Sales, with such Consent and Approbation as aforesaid, upon real Security at Interest, and upliftable only with the like Consent and Approbation : And it is hereby Enacted and Declared, That the Interest, arising and to be produced from the said Securities, shall go and be paid and applied to and for the Benefit of such Person and Persons as would be entitled to the Rents and Profits of the Lands and Tenements so to be purchased, in case the same were purchased and settled pursuant to this Act.

PROVIDED ALWAYS That the said Trustees shall not, nor shall any of them be answerable or accountable for any Money to be received in Virtue of the Trusts in this Act, any otherwise than each Person for such Sums of Money as he respectively shall receive ; and that no one of them shall be answerable or accountable for the Acts, Receipts, or Defaults of the other of them.

AND BE IT FURTHER ENACTED by the Authority aforesaid, That it shall and may be lawful to and for the said *John Craigie*, and to and for the respective Tenants in Tail for the Time being, who shall be in Possession of the said entailed Estate by Virtue of the said Deeds of Intail and Substitution and Contract of Marriage, and of the Age of Twenty-one Years, to grant Leases of the entailed Lands for any Term or Terms, not exceeding thirty-two Years or three Lives ; Providing such Leases be granted for the best Rent that can be got for the Time, and that such Lease shall be valid and effectual, any Thing contained in the said Deeds of Entail and Substitution and Contract of Marriage to the contrary notwithstanding.

SAVING to the King's Most Excellent Majesty, his Heirs and Successors, and to all and every other Person and Persons, Bodies

Bodies politick and corporate, his, her, and their Heirs, Successors, Executors and Administrators, other than except the said John Craigie and his Heirs, and all and every other Person claiming or to claim any Estate or Interest, by Virtue of and under the said Deeds of Entail and Substitution and Contract of Marriage; all such Estates, Rights, Titles, Interests, Claims and Demands of into and out of the Lands and Premises to be sold as aforesaid, as they every or any of them had before passing this Act, or should or might have had and enjoyed in case this Act had never been made.

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